

# FACT Fitness Personal Coaching Agreement

Welcome to *FACT Fitness*, and congratulations on beginning your personal coaching program! We are delighted you chose us as a part of your commitment to athletic performance improvement and fitness. With the help of your coach, you will improve your ability to accomplish your goals faster, safer, and with maximum benefits. The details of these training sessions can be used for a lifetime.

In order to maximize progress, it is important to follow program guidelines during supervised and (if applicable) unsupervised training days. Remember, exercise and healthy eating are EQUALLY important!

The following information will provide you with important program policies. Before getting started, please read and sign this form to acknowledge that you have read and understand the following information.

## Personal Coaching Information and Policies

This Agreement is made and entered into on the \_\_\_\_\_ of \_\_\_\_\_, 2017, by and between Coach and:

_____	Email Address	_____
Full Name		
_____	Work Phone	_____
Address	City	
_____	Cell Phone	_____
Emergency Contact	Phone	

“Client” and “Coach”. In consideration of the mutual promises exchanged herein and other good and valuable consideration, the parties agree as follows:

- 1. Commitment:** By purchasing Sessions, Client is making a commitment to his/her health and athletic performance. Clients should follow the program and instructions of the Coach to the best of their ability to maximize their results and better achieve their goals. Remember, the ultimate results are up to the Client: Coach will show Client how to work his muscles correctly and encourage him/her to go to his/her safe limit, but Client is the only one who can make sure he/she works out consistently, eats properly, gets plenty of sleep, and lives a healthy lifestyle. *Fitness Assessment and Orientation* is provided at no charge, as long as one session from the program offerings is used. **Specifics:** Coach and Client shall agree upon the time, program type, content, and location of personal coaching sessions (“Sessions”) at the rate set forth in this agreement.
- 2. Length of Sessions:** Sessions will last approximately sixty (60) minutes, and for the Double-Up program, whose Sessions last approximately sixty (60) minutes. Coach may opt to vary the length of sessions at his discretion.
- 3. Punctuality:** Client shall be attired as discussed below and ready to train at the time specified in paragraph 2. Failure to be prepared to train may result in a shortened workout or possible cancellation of the Session under paragraph eight (8) below if Client is more than fifteen (15) minutes late. If Client anticipates running late, he/she should contact Coach as soon as possible.
- 4. Attire:** Client must wear comfortable workout attire, including, but not limited to, clean t-shirts, shorts, tights, sweats, and/or tracksuits. Athletic shoes must be supportive and functional. Workout gloves are optional. Please do not hesitate to ask Coach for advice on what type of clothing and shoes is appropriate.
- 5. Stopping Exercises:** Client may refuse or stop any exercise for any reason. It is Client’s responsibility to notify Coach of any discomfort or pain arising from or during exercise, as well as, any and all other known limitations Client has or experiences so that Coach may accommodate Client and substitute another exercise to work that particular muscle group.
- 6. Payment:** Payment may be made in advance of Sessions in one lump sum or may be financed through equal monthly payments over the course of up to two months. Should Client opt for monthly payments, he/she will be emailed (email address required) an invoice for the second installment on the first of the month following the signing of this contract regardless of the date the contract was signed. In other words, if Client signs the contract on April 19, he/she will pay the first month’s installment upon signing on April 19, and will be mailed his/her next invoice for the second month’s installment on May 1, NOT May 19. Payment is due to Coach on or before the 15th calendar day of the month in which the invoice is sent. **Payment must be completed for all Sessions before any new or renewal contract may be signed.** Coach accepts cash, debit or credit, and checks (**only for initial payment**). It is CLIENT’S RESPONSIBILITY to pay his/her bill, even in the event he/she does not receive an invoice. If Client’s payment is more than one week overdue, Coach may suspend Sessions until Client’s outstanding invoice is current.

**7. Cancellation of Individual Sessions:** **Twenty-four (24) hour cancellation notice**, by phone, is required for rescheduling or cancelling any and all individual Sessions. Any and all cancellations with less than twenty-four (24) hours notice will result in forfeiture of the Session without refund. If Coach must cancel a Session, he will do so, by phone, with at least twenty-four (24) hours notice or Client will receive a *complimentary* Session for his/her inconvenience. This complimentary Session must be used within thirty 30 days of the date of the cancelled Session. After thirty 30 days, the offer of a complimentary Session will expire.

**8. Cancellation and Refund of All Sessions:** **Client may cancel this contract** within two (2) business days after the day this contract was signed for a full refund of any and all monies paid under this contract.

**9. Relocation:** Should Client relocate his/her residence farther than thirty (30) miles outside Coach's service area, Gilroy & Morgan Hill, California, Client may cancel this contract and shall be liable for only that portion of the charges allocable to the time before reasonable evidence of such location is presented to Coach, plus a contract termination fee of 10% of the unused balance or \$40, whichever is less.

**10. Death or Disability:** Should Client become unable to use or receive services under this contract due to death or disability, Client, or Client's estate as the case may be, shall be liable only for that portion of the charges allocable to the time prior to death or the onset of disability.

**11. Cancellations in Writing:** Notice of cancellation must be made in writing and delivered to Coach by certified or registered mail to Coach at **30 3rd St. Gilroy, CA 95020** or delivered in person for any and all cancellations of all Sessions or all remaining sessions subject to the requirements of paragraphs nine (9) to eleven (11) above. All refunds will be made to the customer or his estate within thirty (30) days of receipt of the cancellation notice.

**12. Option to Renew:** By renewing a contract, Client acknowledges and agrees that Coach acted professionally in all prior sessions.

**Term** from \_\_\_\_\_ to \_\_\_\_\_

**Number of Sessions:** \_\_\_\_\_ **Rate:** \$ \_\_\_\_\_ per Session **Total Session Cost** \$ \_\_\_\_\_

**Monthly Fee:** \_\_\_\_\_ **Months** \_\_\_\_\_ **Total Monthly Cost** \$ \_\_\_\_\_

**TOTAL COST** \$ \_\_\_\_\_

**Payment Options:**

**Payment in Full**  Discounted Rate \_\_\_\_\_ on or before \_\_\_\_\_  
Amount Due Date

**Financing**  1<sup>st</sup> Payment \_\_\_\_\_ on or before \_\_\_\_\_  
Amount Due Date

2<sup>nd</sup> Payment \_\_\_\_\_ on or before \_\_\_\_\_  
Amount Due Date

3<sup>rd</sup> Payment \_\_\_\_\_ on or before \_\_\_\_\_  
Amount Due Date

**WE WILL NOT COMPROMISE WITH PAIN, SACRAFICE, OR FEAR!!  
 WE WILL EMBRACE THE GRIND OF THE PROGRAM!**

\_\_\_\_\_  
 Participant's signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Parent/guardian signature (if needed)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Coach's signature

\_\_\_\_\_  
 Date

## **Personal Training Session**

Introductory Rate Per Session – Single person = \$50.00 **\*\*Limited Time Only\*\***

Per Session – Single person = \$65.00

Per Session – Two people = \$70.00

Per Session – Three people = \$90.00

Per Session Class/Boot Camp - = \$10.00

***Special Rates Will Apply on Case-by-Case base\*\*Contact Coach***

### **INDIVIDUAL SESSIONS PACKAGES (pre pay)**

6 Sessions = \$360 (Savings of \$5 per session)

9 Sessions = \$540 (Savings of \$5 per session)

12 Sessions = \$720 (Savings of \$5 per session)

24 Sessions = \$1320 (Savings of \$10 per session)

### **BUDDY SESSIONS PACKAGES (pre pay)**

9 Sessions = \$585 (Savings of \$5 per session)

12 Sessions = \$780 (Savings of \$5 per session)

24 Sessions = \$1440 (Savings of \$10 per session)

### **TEAM/GROUP SESSION PACKAGES**

**\$50-\$80 per session depending on group size and performance level**